

# UNOFFICIAL COPY

PREPARED BY, RECORDING  
REQUESTED BY, AND WHEN  
RECORDED MAIL TO:

Jones Day  
77 West Wacker  
Suite 3500  
Chicago, Illinois 60601-1692  
Attention: Brian L. Sedlak



Doc#: 0418001533  
Eugene "Gene" Moore Fee: \$134.00  
Cook County Recorder of Deeds  
Date: 06/28/2004 02:13 PM Pg: 1 of 56

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8225222 P2 30K3  
Father

MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS  
AND LEASES AND FIXTURE FILING

by and from

LASALLE BANK NATIONAL ASSOCIATION,  
NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE TO  
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,  
UNDER TRUST AGREEMENT DATED MARCH 31, 1994 AND  
KNOWN AS TRUST NUMBER RV-012358

and

SEARCH DEVELOPMENTAL CENTER, INC,  
as Beneficiary

to

BANK ONE, NA,  
as Mortgagee

Dated as of May 12, 2004

THE SECURED PARTY (MORTGAGEE) DESIRES THIS FIXTURE FILING  
TO BE INDEXED AGAINST THE RECORD OWNER OF THE  
REAL ESTATE DESCRIBED HEREIN.

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## MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

THIS MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING (this "*Mortgage*") is dated as of May 26, 2004 by and from SEARCH DEVELOPMENTAL CENTER, INC. (the "*Beneficiary*") and LASALLE BANK NATIONAL ASSOCIATION, not personally but as successor Trustee ("*Trustee*") to American National Bank and Trust Company of Chicago under Trust Agreement dated March 31, 1994 and known as trust number RV-012358 (Beneficiary and Trustee are collectively referred to as "*Mortgagor*") in favor of BANK ONE, NA, its successors and assigns ("*Mortgagee*").

### WITNESSETH:

WHEREAS, pursuant to that certain Reimbursement Agreement (the "*Reimbursement Agreement*") dated as of May 1, 2004, between Beneficiary and Mortgagee, Mortgagee has agreed, on certain terms and subject to certain conditions, to issue an irrevocable transferable direct pay letter of credit in an amount not exceeding \$5,544,672 on behalf of the Mortgagee as evidenced by the Letter of Credit (as defined in the Reimbursement Agreement).

To secure its obligations and liabilities under the Reimbursement Agreement and the Letter of Credit and as a condition to issuing the Letter of Credit, the Mortgagee has required, among other things, that Mortgagor execute and deliver this Mortgage.

### ARTICLE 1 DEFINITIONS

**Section 1.1 Definitions.** All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Reimbursement Agreement. As used herein, the following terms shall have the following meanings:

(a) "*Event of Default*": (1) The occurrence of an Event of Default under and as defined in the Reimbursement Agreement; or (2) the default by Mortgagor in the observance or performance of any covenant, condition or agreement expressly set forth in this Mortgage and the continuance of such default unremedied for a period of 30 days after written notice thereof shall have been given to Mortgagee by Mortgagee provided, however, if such default cannot be cured during such 30-day period, but Mortgagor has commenced to cure such default during such 30-day period and, delinquenty continues to cure such default, the initial 30-day cure period shall be extended 30 extra days for a total of 60 days from Mortgagee's original written notice; or (3) the failure of any warranty or representation of Mortgagor made under this Mortgage to be true in any material respect when made.

(b) "*Indebtedness*": (1) All indebtedness of Mortgagor or Beneficiary to Mortgagee under the Reimbursement Agreement or any other Loan Document, including, without limitation (i) payment of the principal amount of FIVE MILLION FIVE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED SEVENTY TWO AND NO/100 DOLLARS (\$5,544,672,000) made pursuant to the Reimbursement Agreement, the Letter of Credit and the notes thereunder and any amendments, restatements, modifications and supplements thereof, together with the interest thereon at the rate specified in the such Loan Documents, and all fees, charges, and prepayment fees, if any, as provided therein, and (ii) payment of all other monies or sums provided to be paid by Mortgagor pursuant to the terms, provisions and conditions of the Loan Documents, including, without limitation, the Reimbursement Agreement and this Mortgage. This Mortgage secures all advances and re-advances under the Reimbursement Agreement.

CHI-1419716v4

Bank One Search Developmental Mortgage

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(c) **"Loan Documents"**: This Mortgage, the Reimbursement Agreement, the Letter of Credit and all other documents now or hereafter made in connection with the Reimbursement Agreement on the Loan.

(d) **"Mortgaged Property"**: All of Mortgagor's right, title and interest in and to (1) the fee interest in the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Mortgagor (the **"Land"**), (2) all improvements now owned or hereafter acquired by Mortgagor, now or at any time situated, placed or constructed upon the Land (the **"Improvements"**; the Land and Improvements are collectively referred to as the **"Premises"**), (3) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Mortgagor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the **"Fixtures"**), (4) all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Mortgagor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Premises (the **"Personalty"**), (5) all reserves, escrows or impounds required under the Reimbursement Agreement or any of the other Loan Documents and all deposit accounts maintained by Mortgagor with respect to the Mortgaged Property (the **"Deposit Accounts"**), (6) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any person a possessory interest in, or the right to use, all or any part of the Mortgaged Property, together with all related security and other deposits (the **"Leases"**), (7) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property (the **"Rents"**), (8) all other agreements, such as construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property (the **"Property Agreements"**), (9) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, (10) all property tax refunds payable with respect to the Mortgaged Property (the **"Tax Refunds"**), (11) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the **"Proceeds"**), (12) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Mortgagor (the **"Insurance"**), and (13) all awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to any condemnation or other taking (or any purchase in lieu thereof) of all or any portion of the Land, Improvements, Fixtures or Personalty (the **"Condemnation Awards"**). As used in this Mortgage, the term "Mortgaged Property" shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

(e) **"Obligations"**: All of the agreements, covenants, conditions, warranties, representations and other obligations of Mortgagor or Beneficiary under the Reimbursement Agreement and the other Loan Documents to which it is a party, and any renewal, modification, restatement or extension of any of the foregoing.

(f) **"Security Agreement"**: That certain Security Agreement by and from Beneficiary to Mortgagee dated as of even date herewith, as the same may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time.

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(g) “UCC”: The Uniform Commercial Code of Illinois or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than Illinois, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

## ARTICLE 2 GRANT

**Section 2.1 Grant.** To secure the full and timely payment of the Indebtedness and the full and timely performance of the Obligations, Mortgagor MORTGAGES, GRANTS, BARGAINS, ASSIGNS, SELLS, CONVEYS and CONFIRMS, to Mortgagee the Mortgaged Property, subject, however, only to the matters that are set forth on Exhibit B attached hereto (the “*Permitted Encumbrances*”), TO HAVE AND TO HOLD the Mortgaged Property to Mortgagee, and Beneficiary does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Mortgaged Property unto Mortgagee.

## ARTICLE 3 WARRANTIES, REPRESENTATIONS AND COVENANTS

Beneficiary warrants, represents and covenants, and Trustee represents and covenants, to Mortgagee as follows:

**Section 3.1 Title to Mortgaged Property and Lien of this Instrument.** Mortgagor owns the Mortgaged Property free and clear of any liens, claims or interests, except the Permitted Encumbrances and has good right and full power to sell and convey the same and that it has duly executed and delivered this Mortgage to Mortgagee. This Mortgage creates valid, enforceable first priority liens and security interests against the Mortgaged Property.

**Section 3.2 Lien Status.** Mortgagor shall preserve and protect the lien and security interest status of this Mortgage and the other Loan Documents. If any lien or security interest other than a Permitted Encumbrance is asserted against the Mortgaged Property, Mortgagor shall promptly, and at its expense, (a) give Mortgagee a detailed written notice of such lien or security interest (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with any of the requirements of the Reimbursement Agreement.

**Section 3.3 Payment and Performance.** Mortgagor shall pay the indebtedness when due under the Reimbursement Agreement and the other Loan Documents and shall perform the Obligations in full when they are required to be performed.

**Section 3.4 Replacement of Fixtures.** Mortgagor shall not, without the prior written consent of Mortgagee, permit any of the Fixtures owned or leased by Mortgagor to be removed at any time from the Land or Improvements, unless the removed item is removed temporarily for maintenance and repair or promptly replaced with like property of greater or equal value.

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**Section 3.5 Inspection.** Mortgagor shall permit Mortgagee and their respective agents, representatives and employees, upon reasonable prior notice to Mortgagor, to inspect the Mortgaged Property and all books and records of Mortgagor located thereon, and to conduct such environmental and engineering studies as Mortgagee may require, provided that such inspections and studies shall not materially interfere with the use and operation of the Mortgaged Property.

**Section 3.6 Other Covenants.** All of the covenants in the Reimbursement Agreement are incorporated herein by reference and, together with covenants in this Article 3, shall be covenants running with the Land.

**Section 3.7 Business Purpose.** The proceeds of the Loan will be used for the purposes specified in Paragraph 6404 of Chapter 17 of the Illinois Revised Statutes and that the principal sum of the Loan constitutes a business loan which comes within the purview of such paragraph.

**Section 3.8 Hazardous Substances.** Neither Mortgagor nor Beneficiary, nor, to the best of Mortgagor's or Beneficiary's knowledge (except as disclosed in the written environmental materials relating to the portion of the Property located on Lincoln Avenue in Chicago, Illinois and delivered to the Mortgagee prior to the date hereof), any previous owner of the Property or any third party has used, generated, stored or disposed of any Hazardous Substances on the Property. For the purposes of this representation and warranty, Hazardous Substances shall include, but shall not be limited to, any toxic or hazardous wastes, pollutants or substances, including, without limitation, asbestos, PCBs, petroleum products and by-products, substances defined or listed as hazardous substances or toxic substances or similarly identified in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., hazardous materials identified in or pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. 1802 et seq., hazardous wastes identified pursuant to The Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., any chemical substance or mixture regulated under the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. 2601 et seq., any toxic pollutant under the Clean Water Act, as amended, 33 U.S.C. 1251 et seq., any hazardous air pollutant under the Clean Air Act, 42 U.S.C. 7401 et seq., and any hazardous toxic substance or pollutant regulated under any other applicable federal, state or local environmental health or safety laws, regulations or rules of common law. Beneficiary hereby indemnifies and holds Mortgagee harmless from and against all liability, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Substances, including without limitation, the cost of any required or necessary repair, clean-up or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following transfer of title to the Mortgaged Property, to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage or disposal of Hazardous Substances on the Property.

## ARTICLE 4

### INSURANCE; CONDEMNATION AWARDS AND INSURANCE PROCEEDS

**Section 4.1 Insurance.** Mortgagor will procure, deliver to and maintain for the benefit of Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings, structures and improvements now existing or hereafter created on the Mortgaged Property against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, and such other hazards, casualties, and contingencies as Mortgagee may designate. All policies of insurance required hereunder shall be in such form, companies, and amounts as may be acceptable to Mortgagee, and shall contain a mortgagee clause acceptable to Mortgagee, with policy or policies of insurance required hereunder, and

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will deliver to Mortgagee renewals of such policy or policies at least ten days prior to the expiration dates thereof; the said policies and renewals to be marked "paid" by the issuing company or agent. Upon Mortgagor's failure to comply with the requirements of this Section, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest at the Default Rate, and shall be secured by this Mortgage. The delivery to Mortgagee of any policy or policies of insurance hereunder, or renewals thereof, shall constitute an assignment to Mortgagee of all unearned premiums thereon as further security for the payment of the Indebtedness. In the event any foreclosure action or other proceeding hereunder is instituted by Mortgagee, all right, title and interest of Mortgagor or Beneficiary in any or to any policy or policies of insurance then in force shall vest in Mortgagee.

Mortgagor shall obtain and keep in force during the term of this Mortgage public liability insurance, flood insurance, if applicable, and such other types of insurance in such amounts and in such form as Mortgagee shall require. Such insurance shall name Mortgagee as a co-insured and shall provide that it may not be cancelled or materially modified except after 30 days' prior written notice to Mortgagee. Mortgagor shall deliver evidence of such insurance to Mortgagee in such form and at such times as Mortgagee may reasonably require.

In case of damage to or the destruction of the improvements on the Land by fire or other casualty, Mortgagor, at Mortgagor's election exercised within 30 days after the occurrence of loss or casualty (provided no Event of Default has occurred hereunder), may cause all proceeds of insurance to be applied to the Indebtedness or the restoration to their former condition of the improvements damaged or destroyed; provided, that Mortgagor's right to elect to have the proceeds applied to restoration of the improvements shall be conditioned upon the Mortgagor's presenting to Mortgagee concurrently with notice of Mortgagor's election, evidence reasonably satisfactory to Mortgagee that (i) the proceeds of insurance are sufficient to repair or restore improvements, or, if such proceeds are insufficient, that Mortgagor has deposited with Mortgagee funds which, when added to the proceeds of insurance, shall be sufficient to repair or restore, and (ii) Mortgagor can complete such repairs or restoration prior to the date when the Obligations under the Loan Documents become due and payable. In the event Mortgagor does not or is not entitled to make the election aforesaid, Mortgagee may decide whether the insurance proceeds shall be applied against the Indebtedness or in the repair or restoration of the improvements.

In the event the insurance proceeds are to be applied to the Indebtedness, Mortgagee may collect all proceeds of insurance after deduction of all reasonable expenses of collection and settlement, including attorneys' and adjustors' fees and charges, and apply same against the Indebtedness. If the proceeds are insufficient to pay the Indebtedness in full, Mortgagee may declare the balance remaining unpaid immediately due and payable, and avail itself of any of the remedies provided for upon the occurrence of any Event of Default. Any proceeds remaining after application upon the Indebtedness shall be paid by Mortgagee to Mortgagor.

In the event the insurance proceeds are to be used to rebuild the improvements, Mortgagee may collect and retain the insurance proceeds and disburse same. Mortgagor shall proceed with diligence to make settlement with insurers and cause the proceeds of the insurance to be deposited with Mortgagee.

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**Section 4.2 Condemnation Awards.** Mortgagor assigns all Condemnation Awards to Mortgagee and authorizes Mortgagee to collect and receive such Condemnation Awards and to give proper receipts and acquittances therefor, subject to the terms of the Reimbursement Agreement.

## ARTICLE 5 DEFAULT AND FORECLOSURE

**Section 5.1 Remedies.** Upon the occurrence and during the continuance of an Event of Default, to the extent permitted by applicable law, Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration. Declare the Indebtedness to be immediately due and payable, without further notice, presentment, protest, notice of intent to accelerate, notice of acceleration, demand or action of any nature whatsoever (each of which hereby is expressly waived by Mortgagor), whereupon the same shall become immediately due and payable.

(b) Entry on Mortgaged Property. Enter the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto or located thereon. If Mortgagor remains in possession of the Mortgaged Property following the occurrence and during the continuance of an Event of Default and without Mortgagee's prior written consent, Mortgagee may invoke any legal remedies to dispossess Mortgagor.

(c) Operation of Mortgaged Property. Hold, lease, develop, manage, operate or otherwise use the Mortgaged Property upon such terms and conditions as Mortgagee may deem reasonable under the circumstances (making such repairs, alterations, additions and improvements and taking other actions, from time to time, as Mortgagee deems necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Section 5.7.

(d) Foreclosure and Sale. Institute proceedings for the complete foreclosure of this Mortgage by judicial action, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels. With respect to any notices required or permitted under the UCC, Mortgagor agrees that ten days' prior written notice shall be deemed commercially reasonable. At any such sale by virtue of any judicial proceedings or any other legal right, remedy or recourse, the title to and right of possession of any such property shall pass to the purchaser thereof, and to the fullest extent permitted by law, Mortgagor shall be completely and irrevocably divested of all of its right, title, interest, claim, equity, equity of redemption, and demand whatsoever, either at law or in equity, in and to the property sold and such sale shall be a perpetual bar both at law and in equity against Mortgagor, and against all other Persons claiming or to claim the property sold or any part thereof, by, through or under Mortgagor. Mortgagee may be a purchaser at such sale. If Mortgagee is the highest bidder, Mortgagee may credit the portion of the purchase price that would be distributed to Mortgagee against the Indebtedness in lieu of paying cash. In the event this Mortgage is foreclosed by judicial action, appraisal of the Mortgaged Property is waived.

(e) Receiver. Make application to a court of competent jurisdiction for, and obtain from such court as a matter of strict right and without notice to Mortgagor or regard to the adequacy of the Mortgaged Property for the repayment of the Indebtedness, the appointment of a receiver of the Mortgaged Property, and Mortgagor irrevocably consents to such appointment. Any such receiver shall have all the usual powers and duties of receivers in similar cases, including the full power to rent,

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maintain and otherwise operate the Mortgaged Property upon such terms as may be approved by the court, and shall apply such Rents in accordance with the provisions of Section 5.7.

(f) Other. Exercise all other rights, remedies and recourses granted under the Loan Documents or otherwise available at law or in equity.

**Section 5.2 Separate Sales**. To the extent permitted by applicable law, the Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee in its sole discretion may elect. The right of sale arising out of any Event of Default shall not be exhausted by any one or more sales.

**Section 5.3 Remedies Cumulative, Concurrent and Nonexclusive**. Mortgagee shall have all rights, remedies and recourses granted in the Loan Documents and available at law or equity (including the UCC), which rights (a) shall be cumulated and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor or others obligated under the Loan Documents, or against the Mortgaged Property, or against any one or more of them, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Mortgagee in the enforcement of any rights, remedies or recourses under the Loan Documents or otherwise at law or equity shall be deemed to cure any Event of Default.

**Section 5.4 Release of and Resort to Collateral**. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interest created in or evidenced by the Loan Documents or their status as a first and prior lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security in such order and manner as Mortgagee may elect.

**Section 5.5 Waiver of Redemption, Notice and Marshalling of Assets**. To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future statute of limitations or law or judicial decision exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default or of any election by Mortgagee to exercise or the actual exercise of any right, remedy or recourse provided for under the Loan Documents, and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

The foregoing waiver of right of redemption is made pursuant to the provisions of Section 15-160(B) of the Act (as defined below). To the fullest extent permitted under applicable law, neither Mortgagor nor Beneficiary shall apply for or avail itself of any appraisal, valuation, stay, extension or exemption law, or so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, but each hereby waives the benefit of such laws. Each of Mortgagor and Beneficiary, for themselves and all who may claim through or under either of them, waives any and all right to have the Real Estate, and any estates comprising the Real Estate, marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclosure such lien may order the Real Estate sold as an entirety.



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**Section 5.6 Discontinuance of Proceedings.** If Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Mortgagee, as the case may be, shall have the unqualified right to do so and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Mortgagee thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

**Section 5.7 Application of Proceeds.** The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, management, operation or other use of the Mortgaged Property, shall be applied by Mortgagee (or the receiver, if one is appointed) in the following order unless otherwise required by applicable law:

(a) to the payment of the costs and expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same, including, without limitation (1) receiver's fees and expenses, including the repayment of the amounts evidenced by any receiver's certificates, (2) court costs, (3) attorneys' and accountants' fees and expenses, and (4) costs of advertisement;

(b) to the payment of the Indebtedness and performance of the Obligations in such manner and order of preference as Mortgagee in its sole discretion may determine; and

(c) the balance, if any, to the persons legally entitled thereto.

**Section 5.8 Occupancy After Foreclosure.** Any sale of the Mortgaged Property or any part thereof in accordance with Section 5.1(d) will divest all right, title and interest of Mortgagor in and to the property sold. Subject to applicable law, any purchaser at a foreclosure sale will receive immediate possession of the property purchased. If Mortgagor retains possession of such property or any part thereof subsequent to such sale, Mortgagor will be considered a tenant at sufferance of the purchaser, and will, if Mortgagor remains in possession after demand to remove, be subject to eviction and removal, forcible or otherwise, with or without process of law.

**Section 5.9 Additional Advances and Disbursements; Costs of Enforcement.**

(a) Upon the occurrence and during the continuance of any Event of Default, Mortgagee shall have the right, but not the obligation, to cure such Event of Default in the name and on behalf of Mortgagor. All sums advanced and expenses incurred at any time by Mortgagee under this Section 5.9, or otherwise under this Mortgage or any of the other Loan Documents or applicable law, shall bear interest from the date that such sum is advanced or expense incurred, to and including the date of reimbursement, computed at the highest rate at which interest is then computed on any portion of the Indebtedness under the Loan Documents, and all such sums, together with interest thereon, shall be secured by this Mortgage.

(b) Mortgagor shall pay all expenses (including reasonable attorneys' fees and expenses) of or incidental to the perfection and enforcement of this Mortgage and the other Loan Documents, or the enforcement, compromise or settlement of the Indebtedness or any claim under this Mortgage and the other Loan Documents, and for the curing thereof, or for defending or asserting the rights and claims of Mortgagee in respect thereof, by litigation or otherwise.

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**Section 5.10 No Mortgagee in Possession.** Neither the enforcement of any of the remedies under this Article 5, the assignment of the Rents and Leases under Article 6, the security interests under Article 7, nor any other remedies afforded to Mortgagee under the Loan Documents, at law or in equity shall cause Mortgagee to be deemed or construed to be a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do so, or to take any action, incur any expense, or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

**Section 5.11 Limitation by Law.** All rights, remedies and powers provided in this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Mortgage are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Mortgage invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

## ARTICLE 6 ASSIGNMENT OF RENTS AND LEASES

**Section 6.1 Assignment.** In furtherance of and in addition to the assignment made by Mortgagor in Section 2.1 of this Mortgage, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice to Mortgagor by Mortgagee (any such notice being hereby expressly waived by Mortgagor to the extent permitted by applicable law).

**Section 6.2 Perfection Upon Recordation.** Mortgagor covenants that upon recordation of this Mortgage Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and all third parties following recovery of possession of the Mortgaged Property by Mortgagee. For purposes of this Section 6.2, "possession" shall mean any one of the following to the extent permitted by applicable law: (a) actual possession of the Mortgaged Property or (b) taking affirmative actions to gain possession of the Mortgaged Property that would constitute constructive possession of the Mortgaged Property such as court authorization to collect Rents or appointment of a receiver. To the extent permitted by applicable law, Mortgagee shall have the right to collect Rents without taking possession of the Mortgaged Property.

**Section 6.3 Bankruptcy Provisions.** Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of Title 11 of the United States Code (the "*Bankruptcy Code*"), (b) the security interest created by this Mortgage extends to property of

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Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

**Section 6.4 No Merger of Estates.** So long as part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Mortgaged Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise.

## ARTICLE 7 SECURITY AGREEMENT AND FIXTURE FILING

**Section 7.1 Security Interest.** This Mortgage constitutes a “security agreement” on personal property within the meaning of the UCC and other applicable law and with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards. To this end, Mortgagor grants to Mortgagee a first and prior security interest in all of its right, title and interest in the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance, Condemnation Awards and all other Mortgaged Property which is personal property to secure the payment of the Indebtedness and performance of the Obligations, and agrees that Mortgagee shall have all the rights and remedies of a secured party under the UCC with respect to such property. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Personalty, Fixtures, Leases, Rents, Deposit Accounts, Property Agreements, Tax Refunds, Proceeds, Insurance and Condemnation Awards sent to Mortgagor at least ten (10) days prior to any action under the UCC shall constitute reasonable notice to Mortgagor. In the event of any inconsistency between the terms of this Mortgage and the terms of the Security Agreement with respect to the collateral covered both therein and herein, the Security Agreement shall control and govern to the extent of any such inconsistency.

**Section 7.2 Financing Statements.** Mortgagor shall prepare and deliver to Mortgagee such financing statements, and shall execute and deliver to Mortgagee such other documents, instruments and further assurances, in each case in form and substance satisfactory to Mortgagee, as Mortgagee may, from time to time, reasonably consider necessary to create, perfect and preserve Mortgagee’s security interest hereunder. Mortgagor hereby irrevocably authorizes Mortgagee without necessity of a signature by Mortgagor to cause financing statements (and amendments thereto and continuations thereof) and any such documents, instruments and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor represents and warrants to Mortgagee that Mortgagor’s jurisdiction of organization is the State of Illinois. After the date of this Mortgage, Mortgagor shall not change its name, type of organization, organizational identification number (if any), jurisdiction of organization or location (within the meaning of the UCC) without giving at least 30 days’ prior written notice to Mortgagee.

**Section 7.3 Fixture Filing.** This Mortgage shall also constitute a “fixture filing” for the purposes of the UCC against all of the Mortgaged Property which is or is to become fixtures. The information provided in this Section 7.3 is provided so that this Mortgage shall comply with the requirements of the UCC for a mortgage instrument to be filed as a financing statement. Mortgagor is the “Debtor” and its name and mailing address are set forth in the preamble of this Mortgage immediately preceding Article 1. Trustee is the record owner of the Real Estate. Mortgagee is the “Secured Party” and its name and mailing address from which information concerning the security interest granted herein may be obtained are also set forth in the preamble of this Mortgage immediately preceding Article 1. A

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statement describing the portion of the Mortgaged Property comprising the fixtures hereby secured is set forth in Section 1.1 of this Mortgage.

## ARTICLE 8 COVENANTS OF MORTGAGOR

**Section 8.1 Use Violations or Alterations.** Mortgagor shall not use, maintain, operate or occupy, or allow to use, maintenance, operation or occupancy of the Mortgaged Property in any manner which (a) violates any laws; (b) may be dangerous unless safeguarded as required by laws; (c) constitutes a public or private nuisance; (d) will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof, or will wholly or partially invalidate any insurance coverage required to be carried hereunder or under the terms of the Reimbursement Agreement. Mortgagor shall not commit or permit any waste of the Mortgaged Property or any part thereof, whether commissive or permissive, and, except as expressly permitted by prior written notice from Mortgagee, will not make or permit to be made any alterations or additions to the Mortgaged Property. Mortgagor shall not abandon the Mortgaged Property or leave the Mortgaged Property unprotected, unguarded or deserted, and shall not allow any of the Mortgaged Property to be misused, abused or wasted, or to deteriorate.

**Section 8.2 Maintenance, Repair and Restoration.** Mortgagor shall keep the Mortgaged Property in good condition, order, repair and operating condition appropriate for buildings of similar construction and as may be necessary to protect and preserve the value of the Mortgaged Property, causing all necessary repairs, alterations, renewals, replacement, additions, betterments and improvements to be made promptly thereto. Subject to the terms of this Mortgage and the Reimbursement Agreement, Mortgagor shall promptly repair, restore or rebuild (or cause the same to be done) any of the Mortgaged Property which may become damaged or be destroyed from any cause whatsoever and pay when due all claims for labor performed and materials furnished therefor.

**Section 8.3 Platting, Replatting, Subdivision and Resubdivision.** Mortgagor shall not without the prior written consent of Mortgagee, impose any restrictions, agreements or covenants which run with the land upon the Land or the Improvements or any part thereof, not plat, replat, subdivide or resubdivide the Land or any part thereof.

**Section 8.4 Permitted Exceptions; Compliance.** with respect to the Permitted Exceptions, Mortgagor shall (i) timely observe and perform all covenants and obligations contained therein; (ii) not take any action or fail to take any action if the taking of such action or failure to take such action would cause a default thereunder, and (iii) not exercise any rights or remedies under any Permitted Exception which might be adverse to Mortgagee's interests, without the prior written consent of Mortgagee.

**Section 8.5 Taxes.** (a) Mortgagor shall pay, before any penalty, fine, interest or other cost for non-payment attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, impositions, charges and assessments of every kind and nature whatsoever (collectively, "**Taxes**"), whether or not assessed against Mortgagor, if applicable to the Mortgaged Property or any part thereof or any interest therein, or the Obligations secured hereby; and Mortgagor in all events shall furnish to Mortgagee duplicate official receipts therefor. The certificate, advice or bill of the appropriate official designated by law to make or issue the same or to receive payment of any Taxes, or non-payment of such Taxes shall be prima facie evidence that such imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill. Mortgagor shall pay in full under protest in the manner provided by statute, any Taxes which Mortgagor may desire to contest; provided, however, that if deferment of payment of any such Taxes is required to conduct any contest or review, Mortgagor

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shall deposit with Mortgagee the full amount thereof, together with an amount equal to the estimated interest and penalties thereon during the period of contest, and in any event, shall pay such Taxes, notwithstanding such contest, if in the reasonable opinion of Mortgagee the Mortgaged Property or any part thereof shall be in jeopardy or in danger of being forfeited or foreclosed.

(b) At Mortgagee's request, after any funds reserved for Taxes under the Reimbursement Agreement have been fully utilized or an Event of Default has occurred and is continuing thereunder, Mortgagor shall make deposits with Mortgagee in order to assure that there are sufficient funds to pay all Taxes, provided that in the case of the first such deposit, there shall be deposited in addition, an amount which, when added to the aggregate amount of sums next payable under this Section, will result in a sufficient reserve to pay Taxes next becoming due one month prior to the date when such Taxes are, in fact, due and payable. The amount of such deposits shall be based on Mortgagee's reasonable estimate as to the amount of Taxes next due.

## ARTICLE 9 MISCELLANEOUS

**Section 9.1 Notices.** Any notice required or permitted to be given under this Mortgage shall be given in accordance with Section 8.2 of the Reimbursement Agreement.

**Section 9.2 Covenants Running with the Land.** All Obligations contained in this Mortgage are intended by Mortgagor and Mortgagee to be, and shall be construed as, covenants running with the Mortgaged Property. As used herein, "Mortgagor" shall refer to the party named in the first paragraph of this Mortgage and to any subsequent owner of all or any portion of the Mortgaged Property. All persons who may have or acquire an interest in the Mortgaged Property shall be deemed to have notice of, and be bound by, the terms of the Reimbursement Agreement and the other Loan Documents; *provided, however*, that no such party shall be entitled to any rights thereunder without the prior written consent of Mortgagee.

**Section 9.3 Successors and Assigns.** This Mortgage shall be binding upon and inure to the benefit of Mortgagee, the other Secured Parties and Mortgagor and their respective successors and assigns. Mortgagor shall not, without the prior written consent of Mortgagee, assign any rights, duties or obligations hereunder.

**Section 9.4 No Waiver.** Any failure by Mortgagee or the other Secured Parties to insist upon strict performance of any of the terms, provisions or conditions of the Loan Documents shall not be deemed to be a waiver of same, and Mortgagee shall have the right at any time to insist upon strict performance of all of such terms, provisions and conditions.

**Section 9.5 Reimbursement Agreement.** If any conflict or inconsistency exists between this Mortgage and the Reimbursement Agreement, the Reimbursement Agreement shall govern.

**Section 9.6 Release.** Upon payment in full of the Indebtedness and performance in full of the Obligations or upon a sale or other disposition of the Mortgaged Property permitted by the Reimbursement Agreement, Mortgagee, at Mortgagor's request and expense, shall release the liens and security interests created by this Mortgage.

**Section 9.7 Waiver of Stay, Moratorium and Similar Rights.** Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any stay, marshalling of assets, extension, redemption or moratorium law now or

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hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Mortgage or the Indebtedness or Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee or any other Secured Party.

**Section 9.8 Applicable Law.** This Mortgage shall be governed by and construed under the laws of the state in which the Mortgaged Property is located.

**Section 9.9 Headings.** The Article, Section and Subsection titles hereof are inserted for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text of such Articles, Sections or Subsections.

**Section 9.10 Severability.** If any provision of this Mortgage shall be held by any court of competent jurisdiction to be unlawful, void or unenforceable for any reason, such provision shall be deemed severable from and shall in no way effect the enforceability and validity of the remaining provisions of this Mortgage.

**Section 9.11 Entire Agreement.** This Mortgage and the other Loan Documents embody the entire agreement and understanding between Mortgagor and Mortgagee relating to the subject matter hereof and thereof and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**Section 9.12 Assignment by Mortgagee.** Mortgagee may assign all or any portion of its interest hereunder and its rights granted herein and in the Loan Documents to any person, trust, financial institution or corporation as Mortgagee may determine and, upon such assignment, such assignee shall thereupon succeed to all the rights, interests, and options of Mortgagee herein and in the Loan Documents contained and Mortgagee shall thereupon have no further obligations or liabilities hereunder.

## **ARTICLE 10 ADDITIONAL PROVISIONS**

**Section 10.1 Inconsistencies.** In the event of any inconsistencies between the terms and conditions of this Article 10 and the other provisions of this Mortgage, the terms and conditions of this Article 10 shall control and be binding.

**Section 10.2 Maximum Principal Sum.** Notwithstanding anything herein to the contrary, it is agreed that the maximum amount of Indebtedness secured by this Mortgage, including all advancements, at any one time shall not exceed \$11,000,000.

**Section 10.3 Future Advances; Revolving Credit.** Mortgagee is obligated under the terms of the Reimbursement Agreement to make advances as provided therein, and Mortgagor acknowledges and intends that all such advances, including future advances whenever hereafter made, shall be a lien from the time this Mortgage is recorded, as provided in Section 15-1302(b)(1) of the Act (as hereinafter defined). That portion of the Obligations which comprises the principal amount then outstanding of the Reimbursement Agreement and other Loan Documents constitutes revolving credit indebtedness secured by a mortgage on real property, pursuant to the terms and conditions of 205 ILCS 5/5d, Mortgagor covenants and agrees that this Mortgage shall secure the payment of all loans and advances made pursuant to the terms and provisions of the Reimbursement Agreement and other Loan

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Documents, whether such loans and advances are made as of the date hereof or at any time in the future, and whether such future advances are obligatory or are to be made at the option of Mortgagee or otherwise (but not advances or loans made more than 20 years after the date hereof), to the same extent as if such future advances were made on the date of the execution of this Mortgage and although there may be no advances made at the time of the execution of this Mortgage and although there may be no other indebtedness outstanding at the time any advance is made. The lien of this Mortgage shall be valid as to all Obligations, including future advances, from the time of its filing of record in the office of the Recorder of Deeds of the County in which the Mortgaged Property is located. The total amount of the Obligations may increase or decrease from time to time, but the total unpaid principal balance of the Obligations (including disbursements which Mortgagee may make under this Mortgage or any other document or instrument evidencing or securing the Secured) at any time outstanding shall not exceed the amount referred to in Section 10.2 of this Mortgage. This Mortgage shall be valid and shall have priority over all subsequent liens and encumbrances, including a statutory liens except taxes and assessments levied on the Mortgaged Property, to the extent of the maximum amount secured hereby.

**Section 10.4. Illinois Mortgage Foreclosure Law.** It is the intention of Mortgagor and Mortgagee that the enforcement of the terms and provisions of this Mortgage shall be accomplished in accordance with the Illinois Mortgage Foreclosure Law (the "*Act*"), 735 ILCS 15-1101, et seq., and with respect to such Act Mortgagor agrees and covenants that:

(a) Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference;

(b) Wherever provision is made in this Mortgage or the Reimbursement Agreement for insurance policies to bear mortgage clauses or other loss payable clauses or endorsements in favor of Mortgagee, or to confer authority upon Mortgagee to settle or participate in the settlement of losses under policies of insurance or to hold and disburse or otherwise control use of insurance proceeds, from and after the entry of judgment of foreclosure, all such rights and powers of Mortgagee shall continue in Mortgagee as judgment creditor or mortgagee until confirmation of sale;

(c) All advances, disbursements and expenditures made or incurred by Mortgagee before and during a foreclosure, and before and after judgment of foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, in addition to those otherwise authorized by the Mortgage, or the Reimbursement Agreement or by the Act (collectively "*Protective Advances*"), shall have the benefit of all applicable provisions of the Act.

All Protective Advances shall be so much additional indebtedness secured by this Mortgage, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the rate of interest payable after default under the terms of the Reimbursement Agreement.

This Mortgage shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Mortgage is recorded pursuant to Subsection (b)(5) of Section 15-1302 of the Act.

(d) In addition to any provision of this Mortgage authorizing the Mortgagee to take or be placed in possession of the Mortgaged Property, or for the appointment of a receiver,

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Mortgagee shall have the right, in accordance with Sections 15-1701 and 15-1702 of the Act, to be placed in possession of the Mortgaged Property or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in this Mortgage, all rights, powers, immunities, and duties as provided for in Sections 15-1701 and 15-1703 of the Act; and

(e) Mortgagor acknowledges that the Mortgaged Property does not constitute agricultural real estate, as said term is defined in Section 15-1201 of the Act or residential real estate as defined in Section 15-1219 of the Act. Pursuant to Section 15-1601(b) of the Act, Mortgagor hereby waives any and all right of redemption.

**Section 10.5 Variable Rate; Additional Interest.** This Mortgage secures the full and timely payment of the Indebtedness, including, among other things, the obligation to pay interest on the unpaid principal balance at a variable rate of interest as provided in the Reimbursement Agreement.

**Section 10.6 Trustee's Exculpation.** This Mortgage is executed by LaSalle Bank National Association, not personally, but as successor trustee to American National Bank and Trust Company of Chicago under Trust Agreement Dated March 31, 1994 and known as Trust Number RV-012358, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said LaSalle Bank National Association hereby warrants that it possesses full power and authority to execute the instrument) and it is expressly understood and agreed that nothing contained herein, or in any other instrument given to evidence the indebtedness secured hereby shall be construed as creating any liability on the part of said LaSalle Bank National Association personally to pay any indebtedness accruing hereunder, or to perform any covenant, either impress or implied herein contained, all such liability, if any, being hereby expressly waived by the Mortgagee, and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and said LaSalle Bank National Association personally are concerned, the Mortgagor agrees that as between Mortgagor and Trustee, Mortgagor shall look solely to the premises hereby mortgaged for the payment thereof by the enforcement of the lien created in the manner herein or by action to enforce the personal liability of the guarantor or guarantors, if any. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

*[The remainder of this page has been intentionally left blank]*



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IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

**MORTGAGOR:**

**SEARCH DEVELOPMENTAL CORPORATION**

By: [Signature] Ex. Director

Name: JAMES LIPSCOMB  
Title: EXECUTIVE DIRECTOR

By: [Signature] COO

Name: DONNA CATALANO  
Title: Chief Operating Officer

**LASALLE BANK NATIONAL ASSOCIATION**, not personally but as successor trustee to American National Bank and Trust Company of Chicago under Trust Agreement dated March 31, 1994 and known as trust number RV-012358

By: \_\_\_\_\_  
Its: \_\_\_\_\_

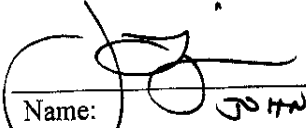
Property of Cook County Clerk's Office

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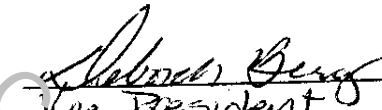
IN WITNESS WHEREOF, Mortgagor has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

MORTGAGOR:

SEARCH DEVELOPMENTAL CORPORATION

By:  EXECUTIVE DIRECTOR  
 Name: JOHN LIPSCOMB  
 Title: EXECUTIVE DIRECTOR

LASALLE BANK NATIONAL ASSOCIATION, not personally but as successor trustee to American National Bank and Trust Company of Chicago under Trust Agreement dated March 31, 1994 and known as trust number RV-012358

By:   
 Its: Vice President

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

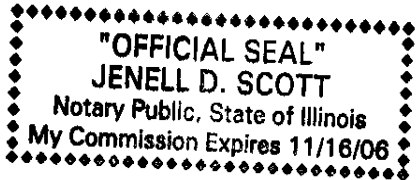
STATE OF ILLINOIS            )  
  ) ss.:  
COUNTY OF COOK            )

I, Jenell D. Scott, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John Lipscomb and Donna Catalano, personally known to me to be the Executive Director and Chief Operating Officer of Search Developmental Center, Inc., whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such Executive Director and Chief Operating Officer, they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 26<sup>th</sup> day of May, A.D. 2004

Jenell D. Scott  
Notary Public

My Commission Expires: 11/16/06



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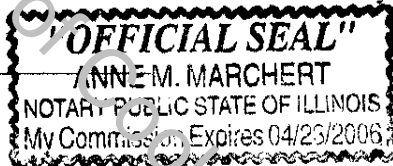
STATE OF Illinois )  
 ) ss.:  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Deborah Berg, personally known to me to be the Vice President of LaSalle Bank National Association, whose name is subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such Vice President he/she signed and delivered the said instrument as Vice President of said corporation as his/her free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 24th day of May, A.D. 2004

Anne M Marchert  
Notary Public

My Commission Expires: \_\_\_\_\_



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## EXHIBIT A

### Legal Description

LOT 31 (EXCEPT THE WEST 5 FEET THEREOF) IN JOSEPH HANSEN CONCORD LANE SUBDIVISION, BEING A RESUBDIVISION OF MELVILLE C.K. LITTLE'S WEST EVANSTON SUBDIVISION IN NILES CENTER BEING A SUBDIVISION OF THE SOUTH 10 ACRES OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property Address: 4505 Concord Lane, Skokie, Cook County, Illinois

PIN: 10-22-333-023-0000

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## EXHIBIT A

### Legal Description

LOT 6 IN ARCADIA SUBDIVISION, A SUBDIVISION OF ALL LOTS 1 TO 4 INCLUSIVE AND THAT PART OF LOTS 5 THROUGH 23 INCLUSIVE LYING SOUTHERLY OF THE LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 5 AFORESAID, SAID POINT BEING 60.17 FEET NORTH OF THE SOUTHWEST CORNER THEREOF, ALL IN BLOCK 2 IN SUFFIELD TERRACE BEING A SUBDIVISION OF PART OF LOT 10 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5307 W. Church Street, Cook County, Illinois

PIN.: 10-16-303-064-0000

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## EXHIBIT A

### Legal Description

LOTS 41, 42 AND 43 IN BLOCK 7 IN HARRY A. ROTH AND COMPANY'S BROADVIEW HEIGHTS SUBDIVISION IN SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 8550 Central Park, Skokie, Cook County, Illinois

PIN: 10-23-126-021-0000  
10-23-126-022-0000  
10-23-126-023-0000

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## EXHIBIT A

### Legal Description

LOTS 54, 55, 56 AND 57 IN CHARLES TOELLE'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF LOTS 32 TO 36 INCLUSIVE IN BOWMANVILLE ADDITION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 4930 N. Lincoln Avenue, Cook County, Illinois

PIN: 13-12-415-049-0000



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## EXHIBIT A

### Legal Description

LOT 23 (EXCEPT THE NORTH 15.00 FEET THEREOF) AND ALL OF LOT 22 IN BLOCK 7 IN ARTHUR DUNAS "L" EXTENSION SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 7721 Kildare Avenue, Skokie, Cook County, Illinois

PIN: 10-27-219-033-0000

Property of Cook County Clerk's Office

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## EXHIBIT A

### Legal Description

LOT 6 IN BLOCK 1 ROSS' SUBDIVISION OF THE SOUTH HALF OF LOT 3 IN THE SUBDIVISION OF THE EAST HALF OF THE NORTH EAST QUARTER (EXCEPT THE SOUTH EAST QUARTER OF THE NORTH HALF THEREOF) OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 11, 1925, AS DOCUMENT 9002619, IN COOK COUNTY, ILLINOIS.

Property Address: 8611 N. Keeler, Skokie, Cook County, Illinois

PIN: 10-22-205-007-0000

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## EXHIBIT A

### Legal Description

THE SOUTH 15 FEET 6 INCHES OF LOT 18, LOT 19 AND LOT 20 (EXCEPT THE SOUTH 16 FEET 6 INCHES THEREOF) IN BLOCK 4 IN SOFIELD GARDENS, A SUBDIVISION OF THE EAST 1/2 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 9007 Austin, Morton Grove, Cook County, Illinois

PIN: 10-17-408-058-0000

Property of Cook County Clerk's Office

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## EXHIBIT A

### Legal Description

LOT 7 (EXCEPT THE EAST 10 FEET THEREOF TAKEN FOR STREET) IN BLOCK 7 IN PARAMOUNT REALTY CORPORATION, THE HIGHLANDS CRAWFORD RIDGE TERMINAL SUBDIVISION OF LOT 1 (EXCEPT THE EAST 1 ROD THEREOF) AND OF LOTS 3, 4, 5, 6, 7 AND 8 (EXCEPT 1 ROD ON THE EAST AND WEST SIDE THEREOF) IN BERNARD DOETSCH'S SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1926 AS DOCUMENT 9259772, IN COOK COUNTY, ILLINOIS.

Property Address: 4000 West Colfax Street, Skokie, Cook County, Illinois

PIN: 10-10-405-039-0000

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## EXHIBIT A

### Legal Description

LOT 242 (EXCEPT THE WEST 7.00 FEET THEREOF) AND THE WEST 20.00 FEET OF LOT 243 IN KRENN AND DATO'S PRATT-LARAMIE SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT RECORDED AUGUST 22, 1924 AS DOCUMENT 8562351, IN COOK COUNTY, ILLINOIS.

Property Address: 5141 Coyle Avenue, Skokie, Cook County, Illinois

PIN: 10-33-220-046-0000

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## EXHIBIT A

### Legal Description

LOT 15 AND 16 IN BLOCK 4 IN DEMPSTER PARK, A SUBDIVISION OF LOTS 6, 7, 8 AND 9 IN SUBDIVISION OF THE SOUTH 40 ACRES OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 15, ALSO THE EAST 4 CHAINS OF THE SOUTH 20 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 4255 Enfield, Skokie, Cook County, Illinois

PIN: 10-15-430-057-0000

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## EXHIBIT A

### Legal Description

LOT 84 IN GOLFHURST, BEING A RESUBDIVISION OF LOT 3 IN OWNER'S SUBDIVISION OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID GOLFHURST, REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 3, 1958, AS DOCUMENT NUMBER 1832676, IN COOK COUNTY, ILLINOIS.

Property Address: 908 S. Golfview Place, Mt. Prospect, Cook County, Illinois

PIN: 08-13-201-076-0000

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## EXHIBIT A

### Legal Description

LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 54.92 FEET; THENCE EAST 128.90 FEET TO A POINT ON THE NORTHWESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 62.60 FEET NORTHEASTERLY OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF GROSS POINT ROAD AFORESAID, A DISTANCE OF 62.60 FEET TO SAID SOUTHWEST CORNER OF LOT 4, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, 100.40 FEET TO THE PLACE OF BEGINNING

ALSO

THE EAST 1/2 AND THE SOUTHEAST 1/2 OF THE VACATED ALLEY ADJOINING LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART OF SAID LOTS DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 54.92 FEET; THENCE EAST 128.90 FEET TO A POINT ON THE NORTHWESTERLY LINE OF GROSS POINT ROAD, SAID POINT BEING 62.60 FEET NORTHEASTERLY OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF GROSS POINT ROAD AFORESAID, A DISTANCE OF 62.60 FEET TO SAID SOUTHWEST CORNER OF LOT 4, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, 100.40 FEET TO THE PLACE OF BEGINNING

ALL IN BLOCK 4 IN ARTHUR DUNAS SECOND TERMINAL SUBDIVISION OF A SUBDIVISION OF LOTS 4 AND 5 OF THE SUBDIVISION OF LOTS 1, 5 AND 6 OF OWNERS SUBDIVISION OF THE WEST 1/2 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property Address: 8248 N. Gross Point Rd., Morton Grove, Cook County, Illinois

PIN: 10-21-309-011-0000



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## EXHIBIT A

### Legal Description

LOTS 19 AND 20 IN BLOCK 10 IN DEMPSTER CRAWFORD MANOR, A SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF EAST PRAIRIE ROAD (EXCEPT THE SOUTH 17 1/2 CHAINS) ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 9025818, IN COOK COUNTY, ILLINOIS.

Property Address: 8600 N. Hamlin Ave., Skokie, Cook County, Illinois

PIN: 10-23-112-039-0000  
10-23-112-040-0000

# UNOFFICIAL COPY

## EXHIBIT A

### Legal Description

LOT 51 (EXCEPT THE NORTH 26 FEET THEREOF) AND ALL OF LOT 52 IN KRENN AND DATO'S CRAWFORD AND KEELER AVENUE SUBDIVISION OF THE WEST 15 ACRES OF LOT 5 IN THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 8119 Karlov, Skokie, Cook County, Illinois

PIN: 10-22-422-012-0000  
10-22-422-048-0000

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## EXHIBIT A

### Legal Description

THE SOUTH 70 FEET OF LOT 7 (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED STRIP OF LAND AS MEASURED ON THE EAST LINE OF THE SOUTH 70 FEET OF LOT 7: BEGINNING AT A POINT IN THE NORTH LINE OF THE SAID SOUTH 70 FEET OF SAID LOT, SAID POINT BEING 21 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF SAID LOT, A DISTANCE OF 0.77 FEET TO A POINT; THENCE EAST 108.98 FEET TO A POINT IN THE SAID EAST LINE; SAID POINT BEING 1.55 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT; THENCE NORTH ON SAID EAST LINE, A DISTANCE OF 1.55 FEET TO SAID NORTHEAST CORNER; THENCE WEST ON THE SAID NORTH LINE OF SAID LOT, A DISTANCE OF 109 FEET TO THE PLACE OF BEGINNING) IN THE SUBDIVISION OF LOTS 5, 6 AND 7 (EXCEPT THE EAST ONE ACRE OF LOT 7) IN RIDGELAND IN SUBDIVISION OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5000 N. New England Ave., Chicago, Cook County, Illinois

PIN: 13-07-318-008-0000

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## EXHIBIT A

### Legal Description

LOT 28 IN THREE FARM ESTATES, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 2013 Pinoak, Mt. Prospect, Cook County, Illinois

PIN: 03-25-212-004-0000

Property of Cook County Clerk's Office

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## EXHIBIT A

### Legal Description

LOT 786 IN BRICKMAN MANOR FIRST ADDITION UNIT NUMBER 7 BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 1007 N. Sycamore, Mt. Prospect, Cook County, Illinois

PIN: 03-26-416-010-0000

Property of Cook County Clerk's Office

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## EXHIBIT A

### Legal Description

THE NORTH 20 FEET OF LOT 18 AND THE SOUTH 20 FEET OF LOT 19 AS MEASURED ON THE EAST LINE OF SAID LOTS IN BLOCK 3 IN METROPOLITAN'S LARAMIE NILES CENTER ROAD GARDEN BEING A SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND 6 IN HUXHOLD'S ADDITION TO NILES CENTER BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF LAND OF LUDWIG AND NORTH OF THE SOUTH LINE OF MICHEL NELLESON, INCLUDING ALSO THE 36 RODS, SOUGHT OF AND ADJACENT TO THE NORTH 24 RODS OF THE WEST 22 RODS OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 7716 Laramie, Skokie, Cook County, Illinois

PIN: 10-28-123-025-0000

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## EXHIBIT B

### Permitted Exceptions

1. Restriction contained in Plat of Subdivision recorded May 15, 1942 as document 12893105 relating to the location of buildings to be erected on the land.
2. Rights, if any, of any parties furnishing gas, light, heat or other public utilities, over any part of Concord Lane.
3. 60 foot building line as shown on the Plat of Subdivision.
4. 20 feet easement called Concord Lane over the land and other property for a parkway and the installation and maintenance of public utilities, as shown on Plat recorded May 15, 1942 as Document 12893105.

Property Address: 4505 Concord Lane, Skokie, Cook County, Illinois

PIN: 10-22-333-023-0000

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## EXHIBIT B

### Permitted Exceptions

1. 6.0 foot easement over the north line reserved for sidewalk purposes over the land as shown on the Plat of Resubdivision recorded January 22, 1970 as document 21064136.
2. Covenants and restrictions contained in the Plat of Subdivision of Sheffield Terrace recorded November 30, 1927 as document 9856150 relating to construction, use and kind of buildings to be erected on said lots at any time.
3. Restrictions contained in Deed from County of Cook to Archel M. Hanson and William G. Stalnaker dated June 5, 1967 and recorded August 1, 1967 as Document 2025175 relating to civil rights covenant attached hereto and made a part hereof that the land will not be used for junk yard purposes or for the existing utilities will not be interrupted or relocated without prior consent of the utility companies involved and that 4 foot chain link fence shall be erected 1 foot north of the northerly line of the property declared excess and said fence to be erected and maintained by grantees.
4. Building line as shown on the Plat of Arcadis Subdivision recorded January 22, 1970 as Document 21064136, 20.69 feet on the south line.
5. Public utilities easement as shown on the Plat of Subdivision recorded January 22, 1970 as document 21064136 6 feet on north line of the land.
6. Grant of easement recorded October 5, 1971 as Document 21554776 made by Chicago Title and Trust Company, as Trustee under Trust Number 50263 to the Commonwealth Edison Company and the Illinois Bell Telephone Company an easement to construct, operate, maintain, renew, relocated and remove cables, conduits etc. under in connection with underground transmission and distribution of electricity etc. over and upon the east 5 feet of the land.
7. Building line violation over the south line of the land by Grame Garage of approximately 17 feet.

Property Address: 5307 W. Church Street, Chicago, Cook County, Illinois

PIN: 10-16-303-064-0000



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## EXHIBIT B

### Permitted Exceptions

1. Covenants and restrictions contained in the document recorded November 26, 1934 as Document No. 11510815 which does not contain a reversionary or forfeiture clause.
2. Covenants and restrictions contained in the document recorded December 7, 1960 as Document No. 18040376 which does not contain a reversionary or forfeiture clause.
3. Covenants and restrictions contained in the document recorded September 24, 1952 as Document No. 15443391 which does not contain a reversionary or forfeiture clause.

Property Address: 8556 Central Park, Skokie, Cook County, Illinois

PIN: 10-23-126-021-0000  
10-23-126-022-0000  
10-23-126-023-0000

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## EXHIBIT B

### Permitted Exceptions

1. Terms, powers, provisions, limitations and conditions of the Ordinance approving the Designation of Blighted Commercial Area recorded March 30, 1977 as Document 23868966.

Property Address: 4930 North Lincoln Avenue, Chicago, Cook County, Illinois

PIN: 13-12-415-049-0000

Property of Cook County Clerk's Office

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## EXHIBIT B

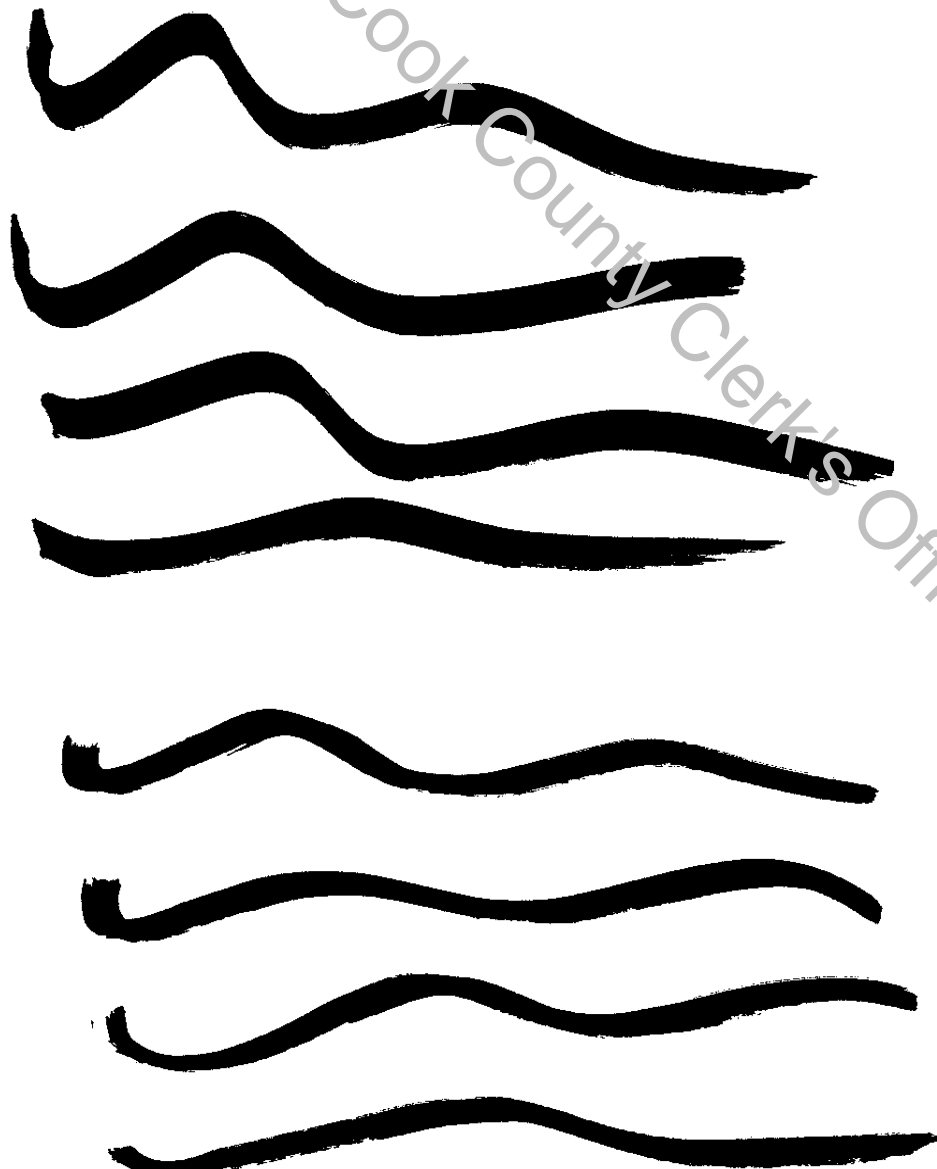
### Permitted Exceptions

NONE

Property Address: 7721 Kildare Avenue, Skokie, Cook County, Illinois

PIN: 10-27-219-033-0000

Property of Cook County Clerk's Office



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## EXHIBIT B

### Permitted Exceptions

NONE

Property Address: 8611 North Keeler, Skokie, Cook County, Illinois

PIN: 10-22/205-007-0000

Property of Cook County Clerk's Office



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## EXHIBIT B

### Permitted Exceptions

NONE

Property Address: 9007 Austin, Morton Grove, Cook County, Illinois

PIN: 10-17-408-058-0000

Property of Cook County Clerk's Office



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## EXHIBIT B

### Permitted Exceptions

1. Covenants, conditions and restrictions contained in Deed recorded June 26, 1933 as Document 11252306 made by Evanston Trust and Savings Bank, as Trustee under Trust Number 109 to Steve Placko and Mary Placko, his wife, relating to construction, location and kind and use of the building to be erected on lots in said subdivision.

Property Address: 4000 West Colfax Street, Skokie, Cook County, Illinois

PIN: 10-10-405-039-0000

Property of Cook County Clerk's Office

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## EXHIBIT B

### Permitted Exceptions

1. Restrictions, covenants and conditions contained in Deed recorded as Document 11137980 relating to cost, construction, location and use of buildings on the land.

Property Address: 5141 Coyle Avenue, Skokie, Cook County, Illinois

PIN: 10-33-220-046-0000

Property of Cook County Clerk's Office

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## EXHIBIT B

### Permitted Exceptions

1. A 15 foot building line as shown on the plat of said subdivision.
2. Covenants and restrictions relating to cost of buildings to be erected contained in the Deed recorded January 27, 1954 as Document No. 15820810, which does not contain a reversionary or forfeiture clause.

Property Address: 4255 Enfield, Skokie, Cook County, Illinois

PIN: 10-15-430-057-0000

Property of Cook County Clerk's Office



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## EXHIBIT B

### Permitted Exceptions

1. Building lines and easements for public utilities as disclosed by Torrens Certificate, a copy of which was recorded as Document 03040676.

Property Address: 008 South Golfview Place, Mt. Prospect, Cook County, Illinois

PIN: 08-13-201-076-0000

Property of Cook County Clerk's Office

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## EXHIBIT B

### Permitted Exceptions

NONE

Property Address: 8248 N. Gross Point Road, Morton Grove, Cook County, Illinois

PIN: 10-21-309-011-0000

Property of Cook County Clerk's Office



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## EXHIBIT B

### Permitted Exceptions

1. Building line 15 feet from street line as shown on plat of said subdivision.
2. Covenants and restrictions contained in Deed from The Foreman Trust and Savings Bank, to Ann Cox dated November 6, 1929 and recorded November 12, 1929 as document 10529876 relating to the material, construction, location, height and use of buildings to be erected on land.

Property Address: 8600 North Hamlin Avenue., Skokie, Cook County, Illinois

PIN: 10-23-112-039-0000  
10-23-112-040-0000

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## EXHIBIT B

### Permitted Exceptions

1. Covenants and restrictions contained in Deed from Chicago Title and Trust Company, as Trustee to Arthur Brendtson and Ada N. Brendtson, his wife, dated May 18, 1929 and recorded August 17, 1931 as Document 10955766.
2. Covenants and restrictions contained in Deed dated March 6, 1929 and recorded March 31, 1929 as Document 10286743.

Property Address: 8119 Karlov, Skokie, Cook County, Illinois

PIN: 10-22-422-012-0000  
10-22-422-048-0000

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## EXHIBIT B

### Permitted Exceptions

1. Easement recorded November 4, 1940 as Document 12673484 over the east 22 feet of Lot 7 for ingress and egress together with right of any and all public utilities to the use so much thereof for the purpose of installing any and all public utilities with right to go upon for installation thereof and to make necessary repairs.

Property Address: 5009 North New England Avenue, Chicago, Cook County, Illinois

PIN: 13-07-318-008-0000

Property of Cook County Clerk's Office

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## EXHIBIT B

### Permitted Exceptions

1. A 30 foot building line as shown on the Plat of Tree Farm Estates Subdivision, recorded as Document 24113330 and filed as document LR 2968157 over: North Line of the Land.
2. Protective covenants as set forth in the Plat of Subdivision, recorded August 2, 1977 as Document 24113330 and filed as Document LR 2968157.
3. A 5 foot public utilities easement over Tree Farm Estates Subdivision, recorded as Document 24113330 and filed as Document LR 2968157 over: West Line of the Land.
4. A 10 foot public utility easement over Tree Farm Estates Subdivision, recorded as Document 24113330 and filed as Document 2968157: Affects the South Line of the Land.
5. Easement for serving the subdivision and other land with electric and communications service is hereby reserved for and granted to the Commonwealth Edison Company and Central Telephone Company, their respective successors and assigns jointly and severally to install, operate, maintain and remove from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and sounds and signals in, over, under, across, along and upon the land for streets and alleys, together with right to install service connections over or under the land, with the right to overhand all lots with aerial service wires to serve adjacent lots, the right to cut, trim or remove trees, bushes and roots recorded as Document 24113330 and filed as Document LR 2968157.
6. Easement reserved for and granted to Northern Illinois Gas company, its successors and assigns, in all platted easement areas, streets, alleys, other public ways and places for the installation, maintenance, relocation, renewal and removal of gas mains and appurtenances.
7. Rights of way for drainage ditches, feeders, tiles and laterals, if any.

Property Address: 2013 Pinoak, Mt. Prospect, Cook County, Illinois

PIN: 03-25-212-004-0000

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## EXHIBIT B

### Permitted Exceptions

1. Easement over the east 10 feet for public utilities and for that disposal of surface drainage and for the installation of storm drains as shown on the Plat of Subdivision aforesaid recorded March 15, 1963 as Document 18744238.
2. Easement in favor of Northern Illinois Gas Company, Illinois Bell Telephone Company, Commonwealth Edison Company, The Public and the Municipality for the purposes of installing, operating, and maintaining all necessary equipment and surface grades necessary to service the subdivision and other property with utilities, channels, and drainage as provided in plat recorded March 15, 1963 as Document 18744238 together with the right to overhead aerial service wires over all of the land, and access rights to such areas platted as "easements", streets, alleys and public areas, and the terms thereof as contained in said document.
3. Grant of right and easement dated March 15, 1963 and recorded March 15, 1963 as Document 18744236 made by LaSalle National Bank, a national banking association as trustee under Trust Agreement dated February 26, 1963 and known as Trust Number 30680 to Chicago Suburban Utility Company, a corporation of Illinois, its successors and assigns, for the installation and maintenance of utility facilities thereon described in, along, upon and under the east 10 feet of the land and the covenants and agreements therein contained.
4. Covenants and restrictions contained in the Declaration made by LaSalle National Bank, a national banking association as trustee under Trust Agreement dated February 26, 1963 and known as Trust Number 30680 as Declaration dated March 20, 1963 and recorded March 21, 1963 as Document 18748941 relating to use of the land; to the type, character, cost, construction, quality, ground floor area, and location of buildings to be erected on the land; to the location, height and placement of fences, walls, edges and shrub planting on the land.
5. Easement for installation and maintenance of public utilities and drainage right of way as shown on the recorded Plat of Subdivision aforesaid reserved in the Declaration recorded March 21, 1963 as Document 18748941 together with the provision that where areas are required specifically for storm water drainage easements they shall be across the rear 5 feet of each lot and the side 3 feet of each lot or for such greater width as may be shown for drainage right of way on the aforesaid recorded plat.

Property Address: 1007 N. Sycamore, Mt. Prospect, Cook County, Illinois

PIN: 03-26-416-010-0000

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## EXHIBIT B

### Permitted Exceptions

NONE

Property Address: 7216 Laramie, Skokie, Cook County, Illinois

PIN: 10-28-123-025-0000

Property of Cook County Clerk's Office

